12/31/95

It. Clair County

AGREEMENT

BETWEEN

THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS

and

THE ST. CLAIR COUNTY PROBATE COURT

and

THE EMPLOYEES OF

THE CHILDREN'S SHELTER

**TEAMSTERS #214** 

JANUARY 1, 1992

through

DECEMBER 31, 1995

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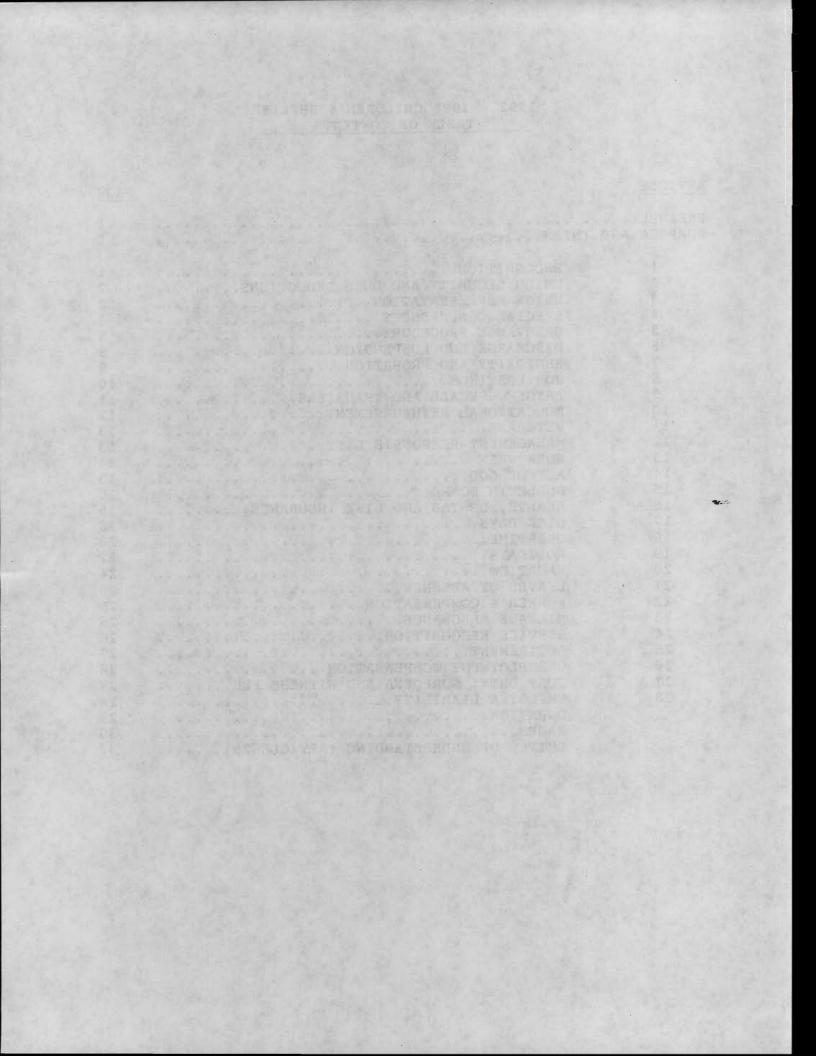


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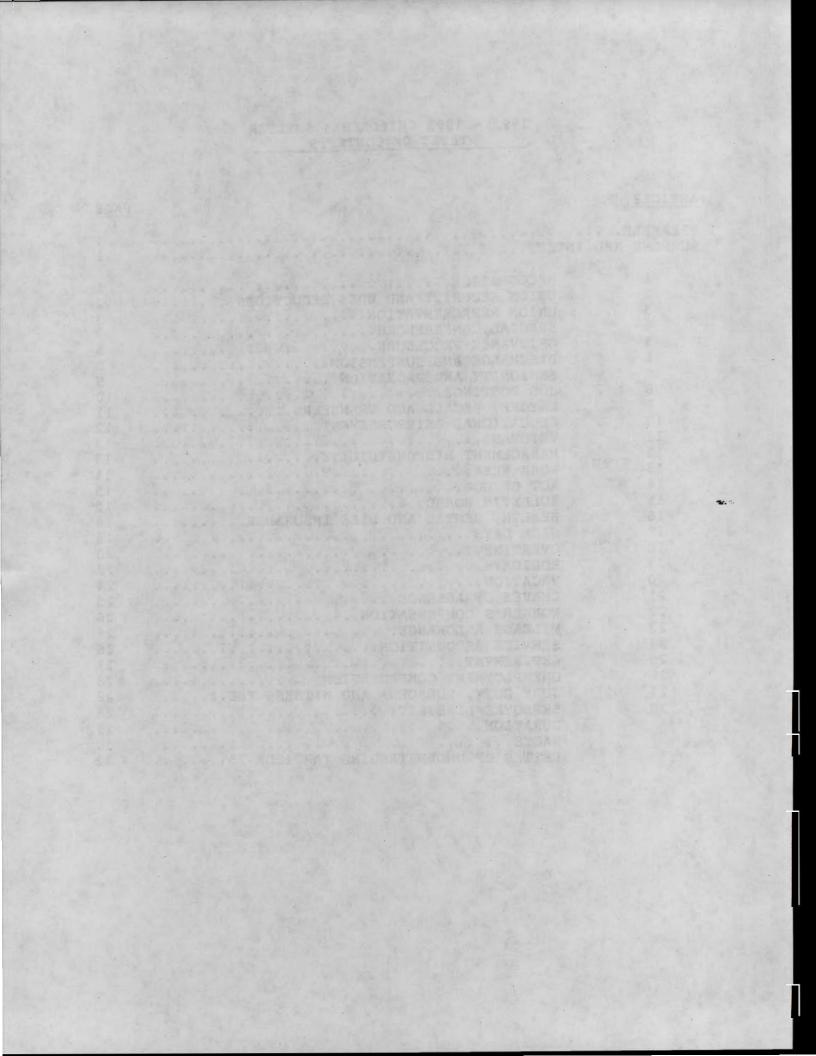


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### AGREEMENT

### PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of January, 1992, by and between THE PROBATE COURT AND JUVENILE COURT, St. Clair County, herein termed the Employer, and the ST. CLAIR COUNTY BOARD OF COMMISSIONERS being the legislative body of said Employer, party of the first part, and TEAMSTERS LOCAL NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter called the Union.

### PURPOSE AND INTENT

It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards, between the Employer and the Employees, which will best serve the citizens of St. Clair County.

### ARTICLE 1 RECOGNITION

<u>SECTION 1:</u> The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates and hours of pay, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended:

"All employees of the St. Clair County Children's Shelter, but excluding the Superintendent and the Assistant Superintendent and confidential employees, presently identified as Secretary," the classifications of which are described in Schedule A, attached hereto.

### Case No. R76D 244

SECTION 2: The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union or Union activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization. SECTION 3: There shall be no discrimination as to marital status, race, color, creed, national origin or political affiliation nor shall there be discrimination as to age or sex except as required to fulfill State Law and/or Regulations relative to the operation of the Children's Shelter. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

### SECTION 4: No Strike - No Lockout

Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part, in any strike, sit-down, stay-in, or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lockout any employees of the bargaining unit during the term of this Agreement.

#### ARTICLE 2

### UNION SECURITY AND DUES DEDUCTION

SECTION 1: Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

SECTION 2: During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and monthly dues. For present certified employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

SECTION 3: The Union shall indemnify, defend and save the Court and County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the Court and County for the purposes of complying with the provisions of the article. It is further agreed that neither any employee nor the Union shall have any claim against the Court and County for any deductions made or not made, as the case may be, except that the Court and County shall be responsible to provide the Union with dues deducted from the employees pay. In no case shall the Court and County be responsible to pay to the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employee.

### ARTICLE 3

### UNION REPRESENTATION

<u>SECTION 1:</u> The Employer agrees to allow the proper accredited representative of the Local Union access to the Administration Office of the Children's Shelter during the weekday shift for the purpose of policing the terms and conditions of the Agreement; the Union shall have the right upon reasonable notice during the weekday shift to examine time sheets at the Children's Shelter and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other record of the Children's Shelter pertaining to a specific grievance.

SECTION 2: The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate from the seniority list of the Children's Shelter.

<u>SECTION 3:</u> The steward, or in his absence, his alternate, will be permitted to leave their work, after obtaining approval of the Superintendent or Assistant Superintendent and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his grievance. Permission for the steward, or his alternate, to leave their work stations will not be unreasonably withheld. The steward or his alternate will report their time to the Superintendent or Assistant Superintendent upon returning from a grievance discussion.

The privilege of the steward or his alternate to leave their work during their working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

<u>SECTION 4:</u> There shall be a grievance committee composed of one employee of the Employer, selected by the Union, and whose name will be certified in writing to the Employer, together with such other Union officials as the Union may designate.

The Employer either personally and/or by representative or representatives shall meet whenever necessary, at a mutually convenient time, with the Union grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances.

### ARTICLE 4 SPECIAL CONFERENCES

<u>SECTION 1</u>: Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his designated representative upon the request of either party, which request shall be in writing and shall specifically recite the subject matter to be discussed.

SECTION 2: Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

<u>SECTION 3</u>: The Union shall be notified of any anticipated changes in working conditions expressed by this Agreement and discussions shall be held thereon upon written request of the Union. Absent an agreement of such discussions either party can request mediation through the Michigan Employment Relations Commission. Nothing shall prohibit the Court from implementing the change prior to conclusion of discussions and/or mediation.

### ARTICLE 5 GRIEVANCE PROCEDURE

SECTION 1: A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. In cases involving discipline or discharge, a grievance may be made as to matter of fact of just cause. Any grievance not conforming to the provisions of this paragraph shall be denied. Employee(s), with or without steward, shall first bring a matter of grievance to the attention of the Children Shelter Superintendent within thirty (30) calendar days of the alleged occurrence in order to attempt an informal settlement. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered noneconomic. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Personnel Officer for resolution.

Step 1.

- A. An employee having a specified non-economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with Children Shelter Superintendent or designee in an effort to resolve the matter. The Union shall advise the Children Shelter Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.
- B. An employee having a specified non-economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with the Personnel Officer designee in an effort to resolve the matter. The Union shall advise the Children Shelter Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

### Step 2.

### Non-Economic Grievances

- A. A non-economic grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Children Shelter Superintendent or designee within ten (10) calendar days of taking the matter up with the Children Shelter Superintendent or designee. The written non-economic grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the non-economic grievance.
- B. The Children Shelter Superintendent shall within fifteen (15) calendar days, schedule a hearing at which time the Grievant and the Union's employee

representative and, if determined by the Union, a representative shall be present to present allegations, proofs and remedies. The Children Shelter Superintendent or designees shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The Children Shelter Superintendent or designees shall issue a written response within ten (10) calendar days of the conclusion of the hearing.

### Economic Grievances

- A. Grievance(s) shall be considered settled at Step 1, unless within fifteen (15) days after service of the Personnel Officer, and the Court Administrator the Grievant(s) serve(s) upon the Personnel Officer a written request for a hearing. A copy of the written grievance shall be attached to such a request.
- B. Within ten (10) calendar days of service of the request in (a) above, the Personnel Officer, and Court Administrator will meet with the Grievant(s), the Steward and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- C. The Personnel Officer and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) calendar days after the hearing.

Step 3

### Non-Economic Grievance

- A. A non-economic grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within fifteen (15) calendar days of the Step 2 response.
- B. The Probate Court Administrator shall review the Step 2 grievance response and the Union grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Probate Court Administrator shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the non-economic grievance.
  - C. The Probate Court Administrator shall have the option to convene the Grievance Panel provided in the following economic grievance step to hear the matter. The decision of the grievance panel shall be final and binding.

### Economic Grievance

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- A. An economic grievance shall be considered settled at Step 2 unless an appeal is made to an umpire within fifteen (15) calendar days of the response at Step 2.
- B. The County and the union shall each be entitled to appoint one (1) person as permanent umpire for the duration of this Agreement. The umpire shall:
  - 1. Not be in the current employ nor currently provide a subsidiary service to either St. Clair County, St. Clair County Probate Court or the Teamsters International Union.
  - 2. Have had experience in labor relations, compensation and benefits administration and/or collective bargaining.
- C. The County and union shall provide each other with written notice of their choice of umpire and shall include a statement that no Employer/employee or contractor/contractee relationship exists and shall also provide a resume vitae demonstrating the umpire's qualification.
- D. The umpires shall jointly designate a third umpire to function as chairperson of a grievance review panel.
- E. The County and the Union shall be respectively responsible for compensating their umpire of choice for services. The compensation provided the chairperson umpire shall be borne equally between the County and the union.
- F. The three (3) umpires shall meet as a panel to adjudicate grievance appeals. The majority decision of the panel shall be final and binding on the parties.
- G. The panel shall function during the term of agreement and not beyond December 31, 1995. The panel method of grievance appeal shall only continue beyond December 31, 1995 by mutual written consent by the County and the Union. After December 31, 1995 if mutual written consent is not provided, appeal shall be through arbitration with the American Arbitration Association.

### ARTICLE 6

### DISCHARGE AND SUSPENSION

<u>SECTION 1:</u> (a) In any case where disciplinary action is necessary, the following procedure shall be followed; except that nothing in this Section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause. It is understood that proper written notification will be submitted by the appropriate supervisor to the Union at the time immediate action is taken.

1.	Oral Reprimand	Notice to steward
2.	Written Reprimand	Notice to steward
3.	Suspension	Notice to steward and Union
4.	Removal and Discharge	Notice to steward and Union

(b) Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees or the public.

(c) The Employer agrees that upon imposing any discipline excepting the oral reprimand, the Union steward or appropriate Union representative will be notified within three (3) working days in writing by the appropriate supervisor of the action taken. The employees shall be given a copy of all disciplinary action and a copy shall be placed in his personnel file. A notation of oral reprimand by date and subject only and signed by the employee may be placed in the employee's personnel file provided the employee may write his version of the incident.

(d) The employee shall have the right, if he so requests, to be represented by his steward or Union representative at the time disciplinary action is imposed. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other legal remedies as may be available to him upon the employee's election.

(e) Employees may review their personnel file at reasonable times.

(f) The Employer shall meet with the Union and the employee disciplined within five (5) working days of the disciplinary action if the employee or the Union so requests.

(g) In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously unless such prior infraction involves an intentional falsification of his employment application which has not been formerly disclosed in writing to the Employer.

### ARTICLE 7 SENIORITY AND PROBATION

SECTION 1: New employees upon completion of satisfactory probation, shall acquire seniority which will date back to the date of hire into the Children's Shelter. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority preference and a separate list shall be maintained as to full time employees and part time employees.

In the event the part time employee status is changed to full time, the Employee's name shall be placed, with date of transfer, to the bottom of the full time seniority list. In the event an employee is returned to part time status his seniority in both his part time and full time employment shall count in determining his part time seniority. In the event this employee is transferred back to full time employment, his full time employment only, shall count in his full time employment seniority.

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose his seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for two working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff;
- (f) Provided, however, that the parties hereto recognize the "so-called" Grandfather Clause respecting employees employed in the Children's Shelter as of July 8, 1976, giving to said employee accumulative seniority for the period of their actual total employment in the Department, except that part time employment cannot be added to full time employment in determining full time employment seniority.

SECTION 2: Seniority shall be on a classification basis only, and in accordance with the employee's last date of hire. <u>SECTION 3:</u> Probationary Period - All full time employees are required to satisfactorily complete a ninety (90) day probationary period. All part time employees shall be required to satisfactorily complete a one hundred and twenty (120) calendar day probationary period. The probationary period of a full time or part time employee may be extended an additional thirty (30) days at the discretion of the Employer. Work performance may be evaluated periodically. Probationary employees are to be classified in accordance with the provisions specified in the employees classification and pay plan. Probation is a trial period which provides the opportunity to become accustomed to the work and to prove abilities on the job. At the same time, it provides the court and the superintendent the opportunity of further appraising employee abilities. During the probationary period, the probationary employee may be released at any time without recourse except as otherwise by law specifically provided.

<u>SECTION 4:</u> Transfers and Promotions - In the event of a vacancy in an existing position in work covered by this Agreement, notice of such vacancy shall be posted in a conspicuous place in the Unit for a minimal period of seven (7) working days. During this seven (7) day period any Employee then employed in the Bargaining Unit shall have the right to make application for transfer to that position, in which application he may set forth his qualifications, including his Seniority in the Bargaining Unit; said application shall be filed with the Superintendent of the Facility and forwarded on to the Judge of Probate.

SECTION 5: The transfer and promotion of employees within the unit is the sole responsibility of management, subject to the following provisions only:

A. In advancement of employees to higher rated, nonsupervisory jobs when ability, merit, and capacity of quality and quantity of work are equal, employees with longer seniority will have preference. Any claims of discretion for union activity in connection with transfers may be taken up as a grievance.

#### ARTICLE 8

### JOB POSTINGS

SECTION 1: The Employer shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Employer shall post a notice of job vacancies in a conspicuous place, be it provided that the Employer shall determine when a vacancy exists. Nothing shall prohibit the Employer from externally recruiting candidates for any position. The posting shall include: A. A brief description of the job;

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- B. The salary;
- C. The shift (if other than days);

SECTION 2: The job shall be posted for seven (7) calendar days.

<u>SECTION 3</u>: Employees applying for the position shall make a written application on the Employer's application form and may submit a resume form to the designee indicated on the posting. The resume, if submitted by the employee, shall provide:

- A. Candidate's name;
- B. Date employed;
- C. Current classification;

D. Qualifications for the job (experience, skills, and/or education).

SECTION 4: In making the award of the job, the Employer will consider all candidates qualifications and each employee's seniority. Where qualifications are equal, the employee with superior seniority shall be awarded the job.

SECTION 5: The employee shall be subject to a ninety (90) day trial period with a thirty (30) day extension.

The Employer shall notify the Union and employee in writing of an extension indicating its reason for such extension. An extension shall not be subject to the grievance procedure.

### ARTICLE 9

### LAYOFF, RECALL AND TRANSFERS

SECTION 1: The word layoff means a reduction in the work force due to reasons of lack of work, lack of funds, or the elimination of a position.

SECTION 2: Notice to Union - In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representative at lease three (3) weeks prior to the effective date of the layoff, when such prior notice is reasonably possible. At such meeting the Employer shall submit a list of the number of employees scheduled for layoffs, their names, seniority job titles and work location. At this meeting the Employer will make known to the Union the reason for the layoff. <u>SECTION 3:</u> Notice of Layoff - Employees to be laid off will receive at least fourteen (14) calendar days advance notice of layoff. The steward will receive notice at the same time the employee receives notice.

<u>SECTION 4:</u> Order of Layoff - If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees within the classification affected with the least seniority will be laid off in seniority order, based on capability of performing available jobs as determined by the Employer.

<u>SECTION 5:</u> Recall Procedure - When the working force is increased after a layoff, the last employee laid off within a classification shall be the first employee recalled within the classification within the bargaining unit. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases exceptions may be made with consent of the Employer.

### ARTICLE 10

### EDUCATIONAL REIMBURSEMENT

<u>SECTION 1:</u> Full time employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

SECTION 2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

SECTION 3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Chief Probate Judge shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies. Chief Probate Judge approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval. SECTION 4: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of half the value of the sick day to the course cost. In other words, the Employer shall have deducted from the employee's accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

SECTION 5: An employee shall have at least one year of full time service with the Court to be eligible for consideration.

SECTION 6: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification based upon completion of the course or attainment of a degree or certification.

SECTION 7: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Court. Nor shall the employee be entitled to utilize the resources of the Court including supplies, equipment, or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

### ARTICLE 11

### VETERANS

<u>SECTION 1:</u> The reemployment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

### ARTICLE 12

### MANAGEMENT RESPONSIBILITY

SECTION 1: The Probate Judge hereby reserves and retains unto himself all his rights, powers, authorities, duties and responsibilities conferred upon and vested in the judiciary by the laws, statutes, the Constitution of the State of Michigan and the Constitution of the United States and the inherent power of the judiciary. Except as specifically limited by the provisions of this Agreement, the right to hire, promote, discharge, or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer. In addition, the work schedules, methods and means of department operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement. <u>SECTION 2:</u> The union acknowledges the practice of following the provisions of the Facility Manual, prescribing in detail the Standards of Operation prescribed for the orderly and required management of the facility. It is further understood that these Standards and Procedures, as determined by the Court and at other times as required by Federal and State Laws and Regulations, may from time to time be revised for immediate implementation. Employees must conform to the provisions of said manual including the required health and physical examinations.

<u>SECTION 3:</u> Be it further provided that any changes in the facility manual subsequent to the signing of this labor agreement which can effect the wages, benefits and/or working conditions and conditions of employment will be a proper subject for a special conference. Upon failure of such special conference to resolve the matter, the Union shall have thirty (30) days from the date of the conference to appeal to mediation through the MERC and its rules.

#### ARTICLE 13

### WORK WEEK

SECTION 1: The regular working day shall consist of eight hours per day with thirty (30) minutes off for lunch included in the eight (8) hour period. The established methods of lunch arrangements shall continue. Full time shall mean regularly scheduled for forty (40) hours a week. A part time employee is regularly scheduled fewer than forty (40) hours a week. Part time employees shall work as scheduled by the Court.

SECTION 2: An employee may take "coffee breaks" in accordance with the present practice, recognizing that such "coffee breaks" shall not interfere with the proper performance of such employee's assigned work; it is further agreed that such "coffee breaks" shall be taken in the area designated by the Employer.

SECTION 3: Regular full time employees shall be entitled to compensatory time off in lieu of overtime pay; in the event that the scheduling for the compensatory time off cannot be arranged within a reasonable length of time, the employee will be paid overtime pay as provided by the St. Clair County Board of Commissioners.

SECTION 4: OVERSTAFFING In the event a shift is overstaffed, for any reason, employees in seniority order shall at their option;

- i) Utilize vacation time, if eligible for vacation,
- 2) Perform other work assigned to them

3) Be excused provided the employee has worked two (2) hours or will receive two (2) hours pay.

### ARTICLE 14

### ACT OF GOD

SECTION 1: In the event of a natural or man-made disaster or emergency, the Chairman of the Board of Commissioners or the presiding Judge may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time and straight pay for the work performed.

SECTION 2: In the event of a natural or man-made disaster or emergency any member or members of the bargaining unit are sent home from work or are advised not to report to work shall receive their full day's pay for that day.

### ARTICLE 15

### BULLETIN BOARD

<u>SECTION 1:</u> The Employer shall assign appropriate space on bulletin boards which shall be used by the Union for posting notices, bearing the written approval of the Union Local Chapter Chairman, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs, which are not political or libelous in nature.

### ARTICLE 16

### HEALTH, LIFE AND DENTAL INSURANCE

<u>SECTION 1:</u> Each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the health care plans offered by the Employer. The core plan follows:

MVF-1 Comprehensive Hospitalization Hospital Deductible \$150 - Employee/\$250 - Family D45NM - TB and Nervous and Mental Expense Benefits SAT-2 - Substance Abuse Programs Medicare 2 - 1 - Medicare Complimentary Coverage FC - Dependent Eligibility SD - Sponsored Dependent COB - Coordination of Benefits \$3.00 Co-Pay - Prescription Drug Rider Master Medical Option 3 Precertification Casemanagement

The County shall have authority to select the health care provider provided such coverage is comparable.

- a. Employees hired on or after June 13, 1990 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- b. Employees hired prior to June 13, 1990 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- c. Employees hired prior to June 13, 1990 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.
- d. Employee premium cost shall be paid by way of payroll deduction.

SECTION 2: Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options to be effective January 1, 1993 in the place of the core option. A. OPTION I

All coverages and riders subject to: \* \$100/\$200 Deductible \* 80/20 cost share of usual, reasonable and customary charges. Precertification/Case Management Annual Cash Rebate (Paid Bi-Weekly) \* \$200 - Single Plan \* \$335 - Two Person Plan \* \$410 - Family Plan

#### B. OPTION II

All coverages and riders subject to: \* \$250/\$500 Deductible \* 80/20 cost share of usual, reasonable customary charges. Precertification/Casemanagement Annual Cash Rebate (Paid bi-weekly) \* \$400 - Single Plan \* \$675 - Two Person Plan \* \$830 - Family Plan

### C. OPTION III

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

- \* \$1350 Family Plan subscriber
- \* \$1100 Two Person subscriber
- \* \$ 650 One Person subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation which shall be consistent with all terms and conditions of deferred compensation.

### SECTION 3:

The County shall implement at its earliest opportunity the following core plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

### A. CORE OPTION

\* Plan 100 50/50 to an annual maximum of \$600 per individual.

\* Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

### B. OPTION I

\* \$200 to a flexible reimbursement account.

### C. OPTION II

\* \$150 Cash Rebate.

### SECTION 4:

Effective January 1, 1993 full time regular employees shall be eligible for the core life insurance of \$25,000 or any of the other options as follows:

### A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

### B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

### SECTION 5:

In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

### SECTION 6:

An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

### SECTION 7:

On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

### ARTICLE 17

#### SICK DAYS

SECTION 1: Full time employees shall accumulate sick days to be used for days lost to illness or as otherwise provided herein.

SECTION 2: Sick days shall accrue at the rate of one (1) per month for the first sixty (60) months of full time continuous service.

SECTION 3: Commencing the sixty-first (61st) month two (2) sick days per month shall accrue.

SECTION 4: Sick days shall accrue to a maximum of one hundred and twenty (120) days.

SECTION 5: An employee shall be eligible to use sick days after completion of six (6) months of continuous full time service.

SECTION 6: An employee shall not be paid for more sick days than have been accrued.

<u>SECTION 7:</u> Sick days may be used for absences other than illness to the employee if approved by the designated divisional Superintendent or Supervisor as follows:

- (a) Serious or critical illness to a member of the immediate family not to exceed ten (10) sick days.
- (b) Death to a member of the immediate family as determined by the divisional Superintendent or Supervisor not to exceed five (5) days.
- (c) Immediate family is to be defined as follows: mother, father, stepparents, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, fatherin-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

<u>SECTION 8:</u> Proof of death or illness to an employee's immediate family may be required before payment of sick days is made.

SECTION 9: An employee who exhibits questionable attendance shall be subject to a "proof required status". Questionable attendance shall mean a pattern to absences or frequent absences beyond the norm or average for the bargaining unit. An employee who has provided appropriate verification of a medical condition prohibiting them from working shall not be considered to be on "proof required status". Proof required status shall mean the employee must provide a statement from attending physician or other bonafide their medical professional indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on "proof required status" for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Superintendent may choose not to place an employee on proof required status if circumstances warrant.

- a. Not to include approved non-sick days, such as bereavement days.
- b. Not to include worker's compensation.

<u>SECTION 10:</u> Sick days shall be taken in place of normally scheduled work days excluding holidays.

SECTION 11: Sick days shall not accrue on a leave of absence without pay.

<u>SECTION 12:</u> Upon termination, layoff, retirement or death the employee or beneficiary shall be entitled to receive compensation for unused accrued sick days as follows:

### Months of Full Time Service Percentage of Days

13 to 24	20%
25 to 36	30%
37 to 48	40%
49 +	50%

<u>SECTION 13:</u> Employees may convert sick days to vacation days to a maximum of six (6) converted vacation days a year effective upon the execution date of this Agreement, in accordance with the following restrictions:

- a. The employee shall have a balance of eighty (80) sick days to be eligible to convert sick days.
- b. Sick days shall convert on a basis of two (2) sick days to one 1) vacation day.
- c. Sick days shall only be converted to whole and not fractional vacation days.
- d. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the six (6) day maximum shall not apply to the excess sick days.

### ARTICLE 18

### OVERTIME

SECTION 1: <u>Time and One-Half</u>: All hours worked by employees in excess of eight (8) consecutive hours in any one work day or of forty (40) hours in any calendar week shall be paid at the rate of time and one-half the regular hourly base rate but not both. SECTION 2: Sunday Work: Employees who for reason of emergency as determined by the Employer are called upon to work Sunday, although not normally scheduled to work Sunday, shall be paid at time and a half the regular hourly base rate, provided the Employer cannot give the employee sixteen (16) or more hours notice prior to the time to report to work but in accordance with Section 1: Time and one-half.

<u>SECTION 3:</u> <u>Call-Back Time:</u> Employees who shall be called in to work or scheduled to work at a time not normal or regular to their schedule shall be guaranteed no less than two (2) hours pay at the rate appropriately provided herein in the event that the Employer cannot give the employee twenty four (24) hours notice prior to the time to report to work. To be eligible for call back time pay the employee must actually report to work.

SECTION 4: Call-In Early and/or Hold-Over: Employees who are called in to work early shall be guaranteed no less than two (2) hours pay at the rate of one and one-half (1 1/2). To be eligible for call in time pay the employee must actually report to work. Employees held over will be paid time and one half for all hours worked.

SECTION 5: Holidays: Employees who are required to work a holiday shall receive hour-for-hour compensatory time and time and a half the regular hourly base rate of pay. Compensatory time shall be scheduled at mutual convenience of the employee and the Employer.

<u>SECTION 6:</u> Equalization: The Employer shall make every effort to equalize overtime among those employees qualified to perform such work as is required and by seniority. The Superintendent shall be entitled to compel the least senior employee available to work as provided in Section 9 following.

SECTION 7: Compensatory Time: The Employer shall not be prohibited from utilizing compensatory time in lieu of overtime pay as provided in section one of this article. Be it provided, however, that utilization of compensatory time shall be at the mutual agreement and convenience of the Employer and employee.

SECTION 8: Staff Meeting: Employees required to attend staff meetings at times other than when scheduled to work, shall be compensated in section one of this article. Be it provided, however, that utilization of compensatory time shall be at the mutual agreement and convenience of the Employer and the employee. The Union further recognizes that by reason of the fact that the residents of the facilities are children of both sexes, that management has both a moral and legal responsibility to promote the best interest of the residents.

In scheduling additional shifts the Employer shall exercise one (1) of three (3) options. Once initiated the Employer shall complete the option. The options are:

- (a) The call-in list
- (b) Hold-over/call-in early (See preceding Section 4)
- (c) Voluntary shift transfer (This option may only be elected and executed by management.

<u>SECTION 9:</u> <u>Call-in-List:</u> The scheduling of employees shall be within the sole discretion of the Employer. When the callin list option is selected it shall be executed as follows:

- (a) By the use of part time employees on a seniority basis up to eight (8) hours until such employee reaches 40 hours of work in that week. Sex may be a consideration in selecting a worker. The least senior employee may be compelled to work over until a suitable replacement is scheduled. An employee compelled to work over shall be entitled to compensation at one and one-half (1 1/2) times the normal hourly rate.
  - (b) By the use of employees on a seniority basis, recognizing the sex consideration regardless of full/part time hourly status.
  - (c) By a split of the hours between employees by the sex consideration, regardless of the full/part time status.
    - (d) By use of an employee for sixteen (16) consecutive hours.
    - (e) By the use of qualified employees from another classification with regard to the sex consideration.

# ARTICLE 19

### HOLIDAYS

SECTION 1: Full time employees shall be eligible for holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court or St. Clair County Probate Court change the schedule in any way, that amended holiday schedule shall prevail and apply and a copy sent to the Union. SECTION 2: To be eligible for a holiday an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

SECTION 3: All employees regularly scheduled to work on a holiday are required to work unless an absence has been approved by the Employer.

SECTION 4: A paid holiday shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 5: Full time employees shall, at the employee's option, be compensated for work performed on a holiday.

<u>Option 1</u> - The employee shall be compensated at two and one-half  $(2 \ 1/2)$  times the base hourly rate.

<u>Option 2</u> - The employee shall be compensated at one and one-half  $(1 \ 1/2)$  times the base hourly rate and granted an hour for hour vacation credit.

Be it provided that:

- (a) The employee shall indicate their choice of option to the Superintendent or designee within the pay period the holiday occurs according to the time frame established to report payroll information.
- (b) Vacation days acquired from holidays shall be used in the employee's anniversary year as earned and credited or the days shall be forfeited. In other words, the day(s) shall not accrue from anniversary year to anniversary year.
- (c) An employee who fails to indicate an option shall be compensated according to Option 1.
- (d) Holidays which occur on an employees day off shall be credited with an hour for hour holiday credit and shall be subject to all the provisions herein.

SECTION 6: Part time employees who work on a holiday shall be compensated at a rate of one and a half (1 1/2) times their hourly rate for all time worked on a holiday. Part time employees who work Independence Day, Thanksgiving Day, and/or Christmas Day shall be compensated at a rate of twice their hourly rate for all hours worked.

SECTION 7: Part time employees that do not work a holiday shall not be entitled to holiday pay.

SECTION 8: The holiday shall be on a calendar day starting at 11:00 PM, proceed for 24 consecutive hours and cease at 11:00 PM.

### ARTICLE 20

### VACATION

<u>SECTION 1:</u> After one (1) year of continuous full time employment, employees shall be eligible for vacation. Vacation shall be computed from the anniversary date of the beginning of full time employment as of the last date of hire.

SECTION 2: Full time employees shall be entitled to vacation according to the following schedule:

YEARS	OF	S	ERVICE	and works the star	DAYS
	1	-	2		5
	3	-	4		10
	5	-	9		17
	10	-	14		20
	15	-	19		23
	20	-	24		25
	25	5+			28

SECTION 3: The employee may accumulate vacation days up to, but no more than thirty-five (35) days, provided that no less than five (5) days must be utilized each and every anniversary year or such days shall be forfeited.

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SECTION 4: The employee shall not be entitled to use more than the number of vacation days which have been earned.

SECTION 5: The employee, upon termination, layoff or retirement, shall be paid for all earned vacation days, up to but not greater than thirty-five (35) days, upon the next regular pay day after termination or retirement, if possible, but not later than on the following regular pay day.

SECTION 6: Paid holidays occurring during a paid vacation shall not be charged as vacation but as holiday.

SECTION 7: Scheduling of vacation will be worked out between the Superintendent and the employee at a time mutually agreeable to the Employer and the employee in such manner that no shortage in staff results and where reasonably possible, giving preference to Seniority as to choice of time on vacations.

### ARTICLE 21

### LEAVES OF ABSENCE

SECTION 1: Leaves of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority for:

(a) Illness leave including maternity (Physical or Mental)

(b) Serious or critical illness of the spouse or child.

<u>SECTION 2:</u> Leave of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority for:

- (a) Serving in any Union position
- (b) Educational purposes, when job-related.

Be it provided, however, that any such leave shall be consistent with meeting the operating needs of the department.

SECTION 3: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness, extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness, evidencing the inability of the employee to return to normal work duties.

<u>SECTION 4:</u> The Employer may require the employee on leave due to an illness to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

SECTION 5: The requirements of Sections (3) and (4) may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted. In no case shall an employee be granted a leave of absence for a period of time greater than their accrued seniority.

SECTION 6: An employee shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician and may be subject to Section 4.

SECTION 7: Extensions of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year, whichever is greater.

SECTION 8: Request of an extension shall be made in writing to the Superintendent no less than five (5) working days prior to the expiration date of the leave. SECTION 9: An employee on a leave of absence without pay shall not be entitled vacation accrual, sick day accrual, retirement credit or gain from any other fringe benefits.

<u>SECTION 10:</u> Employees elected to any permanent full time Union office or selected by the Union to do work which takes them from their employment with the Court, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

<u>SECTION 11:</u> An employee who fails to return from an approved leave of absence shall be considered to have resigned and shall lose seniority as provided in <u>Article 7 - Seniority and</u> <u>Probation</u>, Section 1. (d).

### ARTICLE 22

### WORKER'S COMPENSATION

SECTION 1: All employees shall be subject to the St. Clair County's Worker's Compensation plan, the terms and conditions of which are described herein.

<u>SECTION 2:</u> When an employee is injured during the course of employment, the alleged injury shall be reported to a supervisor as soon as possible. The supervisor shall complete an accident report on the form provided by the County and submit it to the Personnel Office.

SECTION 3: In the event of an alleged injury, the supervisor shall immediately contact the Personnel Office.

SECTION 4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extent of their accrued sick days.

<u>SECTION 6:</u> Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 7: The supplemental compensation shall be deducted from the employee's accrued sick days at a rate of one (1) sick day for every three (3) days of worker's compensation paid.

### ARTICLE 23

### MILEAGE ALLOWANCE

Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum non-taxable rate allowable by the I.R.S.

### ARTICLE 24

### SERVICE RECOGNITION

SECTION 1: The Employer shall recognize years of continuous full time service by providing a percentage of base salary according to the following formula, but not to exceed the maximum payment:

Years of Service	<pre>% of Base Salary</pre>	Maximum Payment
5 - 9	2%	\$ 500
10 - 14	48	\$1,000
15 - 19	6%	\$1,500
20 - 24	88	\$2,000
25 +	10%	\$2,500

SECTION 2: Full time employees who satisfy the minimal requirement each year shall be paid a single lump sum in the first pay period following their anniversary.

### ARTICLE 25

### RETIREMENT

SECTION 1: All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate union approval.

SECTION 2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The County shall contribute seventy (70%) of the total contribution determined necessary. The employee shall contribute thirty (30%) of the total contribution determined necessary by way of biweekly payroll deduction. SECTION 3: Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

<u>SECTION 4:</u> A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

Years of Service	Annual Multiplier
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 through 29	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed sixty-nine and six tenths percent (69.6%).

SECTION 5: A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining twenty (20) years of service credit with the County.

### ARTICLE 26

### UNEMPLOYMENT COMPENSATION

The Employer shall cooperate toward the prompt settlement of unemployment claims which are due and owing. The Employer shall determine the plan to provide benefits as established by applicable laws and regulations.

### ARTICLE 27

### JURY DUTY, SUBPOENA AND WITNESS FEE

SECTION 1: An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 2: Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary.

SECTION 3: Time spent on jury duty shall not be deducted form sick days or vacation days, nor adversely effect any fringe benefits.

<u>SECTION 4:</u> Any reimbursements (by way of example: mileage, lodging, and/or reimbursable expenses) shall belong to the employee. If such a reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation, in a reasonable time and manner.

<u>SECTION 5:</u> Employees who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related.

SECTION 6: Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

### ARTICLE 28

### EMPLOYEE LIABILITY

SECTION 1: The County shall indemnify each employee against claims of liability which may arise from course of employment.

### DURATION

This Agreement shall remain in full force and effect until December 31, 1995. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of St. Clair.

The Union recognizes the right and duty of the Probate Court to operate and manage its affairs in accordance with the State of Michigan Constitutional provisions and statutes shall take precedence over any conflicting provisions which might be contained in this Agreement. If any article or section of this Agreement or any appendixes or supplement thereto should be held invalid by any Constitutional provision, operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

The parties agree that the employees covered hereby should have reasonable assurance of continuity of employment which is not subject to termination solely because of a change in the incumbent Judge's office.

#### EMPLOYER

ST. CLAIR COUNTY PROBATE COURT CHILDREN'S SHELTER

JUDGE

lliam BY: CHAIRMAN, BOARD OF COMMISSIONERS COUNTY CLERK

### UNION

LOCAL UNION NO. 214, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WARE-HOUSEMEN AND HELPERS OF AMERICA

BUSINESS AGENT BY : CHAPTER CHAIRPERSON ALTERNATE STEWARD

30

WAGES

### January 1, 1992 - 4%

		START	6 MOS.	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Chief	HRLY	\$9.34	9.52	9.66	9.98	10.37	
Cook	ANNL	19,425	19,793	20,096	20,767	21,459	
Cook	HRLY	\$8.66	8.80	8.94	9.23	9.52	
	ANNL	18,019	18,301	18,604	19,188	19,793	
Custodian/	HRLY	\$9.34	9.50	9.63	9.95	10.29	1
Maintenance Worker	ANNL	19,425	19,750	20,031	20,702	21,394	
Child Care	HRLY	\$9.13	9.31	9.46	9.79	10.16	10.54
Worker I	ANNL	18,992	19,361	19,685	20,356	21,135	21,913
Program & Recrea-	HRLY	\$10.01	10.21	10.39	10.79	11.19	11.61
tion Coordinator	ANNL	20,831	21,243	21,610	22,433	23,276	24,142
		The sub-section	and a second second				

Shift Leader Premium \$ .50 cents an hour

### January 1, 1993 - 4%

		START	6 MOS.	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Chief	HRLY	\$9.71	9.90	10.05	10.38	10.73	
Cook	ANNL	20,202	20,585	20,900	21,598	22,317	
Cook	HRLY	\$9.01	9.15	9.30	9.59	9.90	
	ANNL	18,740	19,033	19,348	19,956	20,585	
Custodian/	HRLY	\$9.71	9.88	10.02	10.35	10.70	
Maintenance Worker	ANNL	20,202	20,540	20,832	21,530	22,250	
Child Care	HRLY	\$9.50	9.68	9.84	10.18	10.57	10.96
Worker I	ANNL	19,752	20,135	20,472	21,170	21,980	22,790
Program & Recrea-	HRLY	\$10.42	10.62	10.80	11.22	11.64	12.07
tion Coordinator	ANNL	21,664	22,093	22,474	23,330	24,207	25,108

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Shift Leader Premium

\$ .50 cents per hour

### WAGES, Cont.

## January 1, 1994 - 4%

		START	6 MOS.	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Chief	HRLY	\$10.10	10.29	10.45	10.80	11.16	
Cook	ANNL	21,010	21,408	21,736	22,462	23,210	
Cook	HRLY ANNL	\$9.37 19,490	9.52 19,794	9.67 20,122	9.98 20,754	10.29 21,408	
Custodian/	HRLY	\$10.10	10.27	10.42	10.76	11.13	
Maintenance Worker	ANNL	21,010	21,362	21,665	22,391	23,140	
Child Care	HRLY	\$9.88	10.07	10.24	10.59	10.99	11.40
Worker I	ANNL	20,542	20,940	21,291	22,017	22,859	23,702
Program & Recrea-	HRLY	\$10.83	11.05	11.24	11.66	12.01	12.55
tion Coordinator	ANNL	22,531	22,977	23,373	24,263	24,988	26,112

Shift Leader Premium

\$ .50 cents per hour

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January 1, 1995 - 4%

		START	6 MOS.	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Chief	HRLY	\$10.50	10.70	10.87	11.23	11.60	
Cook	ANNL	21,850	22,265	22,605	23,360	24,138	
Cook	HRLY ANNL	\$9.75 20,270	9.90 20,586	10.06 20,927	10.38 21,584	10.70 22,265	
Custodian/	HRLY	\$10.50	10.68	10.83	11.20	11.57	
Maintenance Worker	ANNL	21,850	22,217	22,532	23,287	24,066	
Child Care	HRLY	\$10.27	10.47	10.65	11.01	11.43	11.8 <u>5</u>
Worker I	ANNL	21,364	21,778	22,143	22,897	23,774	24,651
Program & Recrea-	HRLY	\$11.27	11.49	11.69	12.13	12.49	13.06
tion Coordinator	ANNL	23,432	23,896	24,308	25,234	25,988	27,157

Shift Leader Premium

\$ .50 cents per hour

### LETTER OF UNDERSTANDING REGARDING ARTICLE 25 RETIREMENT

The County of St. Clair, and the Children's Shelter Employees - TEAMSTERS hereby establish and agree that individual bargaining unit members who are members upon the date of this Agreement, shall be required to make an individual election between either;

1. Retaining participation in the Retirement Plan including Health Care as it existed prior to the current Collective Bargaining Agreement; or,

2. Participating in the Modified Retirement Plan as reflected in <u>Article 25 - Retirement</u> of the Collective Bargaining Agreement.

3. Part time employees hired on or before September 25, 1992 shall be entitled to elect either plan in anticipation of the occasion of their full time employment. The election shall be exercised upon full time hire but not later than December 31, 1995 whichever may come first.

The County shall provide each bargaining unit member with a written election form. The member shall submit the election to the County consistent with the terms and conditions established by the County. The member's election shall be irrevocable. The current employee shall not be required to make an election before January 1, 1996. Any employee who fails to make an election by December 31, 1995 shall be subject to the new plan provided in the contract.

Employees who become subject to representation after September 25, 1992 shall be subject to the modified retirement plan reflected in the Collective Bargaining Agreement.

FOR THE UNION DATE

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